Municipality which shall have jurisdiction of such roadways, these roadways shall be maintained by County and County shall permit ingress and egress across said roadways for the general public for the purpose of attending the various events, etc. at the Coliseum.

ARTICLE XLI

SUBLEASING

Section 41.1 HMC shall have the right to sublease space in the Coliseum and Exhibition Hall provided, however, that said sublease is not inconsistent with the Coliseum purposes as hereinabove set forth.

Section 41.2 HMC shall not sublease the entire demised premises to a third party for the purpose of operation of the said demised premises without the written consent of the County Executive, except if such sublease is to an entity whose outstanding sharesof stock are either wholly owned or a majority of which are held by either Hyatt Corporation or HG Inc.

IN WITNESS WHEREOF, the COUNTY OF NASSAU and HYATT MANAGEMENT CORPORATION OF NEW YORK, INC., have duly executed and delivered this lease as of the day and year first above written.

APPROVED:

Deputy County Executive

COUNTY OF NASSAU

County Executive

APPROVED AS TO FORM:

Deputy County Attorney

HYATT MANAGEMENT CORPORATION OF NEW YORK, INC.

By

APPROVED:

HYATT CORPORATION

State of New York }
County of Nassau } ss.:

I, Louis D. Cocchi, Clerk of the Board of Supervisors, do hereby certify that the foregoing is a true and correct copy of the original Indenture of Lease with Hyatt Management Corporation of New York, on behalf of the Nassau Veterans Memorial Coliseum.

on file in the office of the Board of Supervisors and is of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Board of Supervisors this 27th day of November 19 79

LDC/cim

Clerk Board of Supervisors
Nassau County, N.Y.

BS-321. 1/72. Rev. 11/78.

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 20 day of November, 1979, before me personally appeared FRANCIS T. PURCELL, County Executive of the County of Nassau, the corporation described in and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned.

Doris Griffin
Notary Public

DORIS GRIFFIN
NOTARY PUBLIC, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires March 30, 1981

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 15th day of October, 1979, before me personally came DENZIL SKINNER to me known, who being by me duly sworn, did depose and say: That he resides at 1500 POYDRAS STREET NEW ORLEANS, LOUISIANA and that he is the President of Hyatt Management Corporation of New York, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Eugene Weisbein
Notary Public

EUGENE WEISBEIN
Notary Public, State Of New York
No. 30-8637800
Qualified in Nassau County
Commission Expires March 30, 1980

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 15 day of October, 1979, before me personally came DENZIL SKINNER to me known, who being by me duly sworn, did depose and say: That he resides at 1500 POYDRAS STREET, NEW ORLEANS, Louisiana and that he is the ~~President~~ Authorized agent of Hyatt Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Eugene Weisbein
Notary Public

EUGENE WEISBEIN
Notary Public, State Of New York
No. 30-8637800
Qualified in Nassau County
Commission Expires March 30, 1980

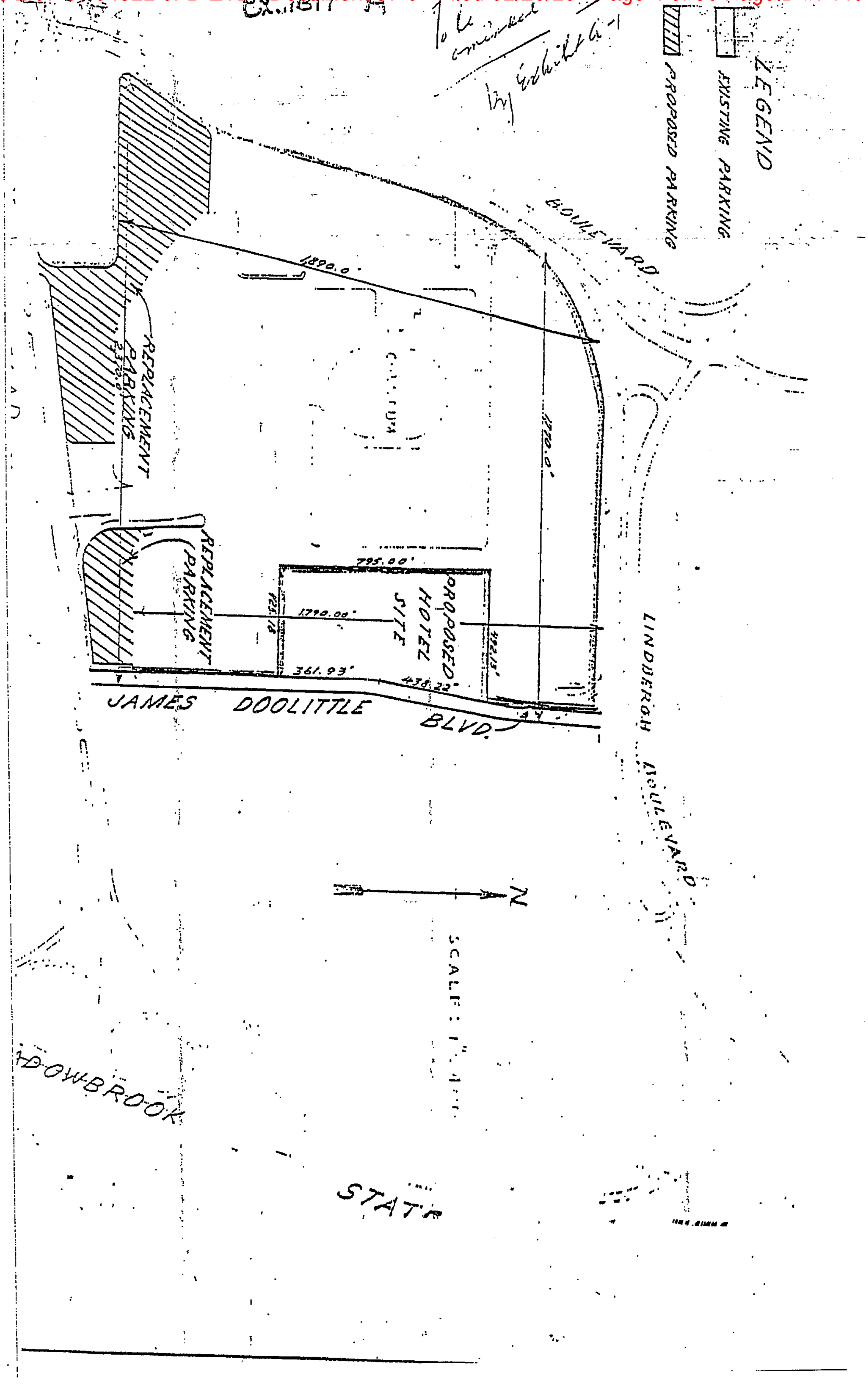
LEGEND
EXISTING PARKING
PROPOSED PARKING
BOULEVARD
1890.0'
REPLACEMENT PARKING
REPLACEMENT PARKING
795.00'
1790.00'
PROPOSED HOTEL SITE
361.93'
438.22'
JAMES DOOLITTLE BLVD.
LINDBERGH BOULEVARD
N
STATE

EXHIBIT "B"

4. (a) STEVENS agrees to pay to the COUNTY, as herein provided, the following amounts (herin called the "Concession Fee"):

(i) 30% of the Gross Receipts of STEVENS from all sales at stands, bars or booths in the Coliseum; excluding Gross Receipts from sales of items specifically covered elsewhere in this paragraph 4(a);

(ii) 28% of the Gross Receipts of STEVENS from all sales by vendors operating away from stands or booths and from vending machines serviced by STEVENS, excluding Gross Receipts from sales of items specifically-covered elsewhere in this paragraph 4(a);

(iii) 10% of the Gross Receipts of STEVENS from all sales (including sales from vending machines serviced by STEVENS) of candy, cigars, cigarettes and other tobacco products;

(iv) 50% of the receipts retained by STEVENS from vending machines not serviced by STEVENS;

(v) 35% of the Gross Receipts of STEVENS from the operation of checking facilities (no tipping cups or plates shall be displayed at checking counters);

(vi) — 10.5% of the Gross Receipts of STEVENS from all sales of food in restaurant and other dining areas;

(vii) 22% of the Gross Receipts of STEVENS from all sales of alcoholic beverages (including beer, ale and wine) in the restaurant;

(viii) 33% of the Gross Receipts of STEVENS from all sales of souvenirs;

(ix) 50% of the net receipts of STEVENS from sales in the Coliseum of programs and other printed matter published by STEVENS. The term "net receipts" in this paragraph shall mean Gross Receipts less vendors' commissions and fringe benefits received by such vendors and less the actual cost of printing and engraving and the actual cost of cuts and dyes for such programs and other printed matter; and

(x) 45% of the Gross Receipts of STEVENS, less vendors' commissions and fringe benefits received by such vendors and STEVENS' cost to the supplying agency, from the sales of programs and other printed matter not published by STEVENS.

When the aggregate Gross Receipts under (i) and (ii) above have reached a total of $5,500,000 the percentage in (i) shall change from 30% to 34%, and the percentage in (ii) shall change from 23% to 32%, with respect to subsequent Gross Receipts thereunder.

The term "Gross Receipts" as used in this Agreement shall mean the total receipts of STEVENS from its exercise of the Concession Rights less (i) gratuities, (ii) sales or other similar taxes collected by STEVENS in connection with the exercise of the Concession Rights; (iii) state and local taxes imposed on cigars, cigarettes and other tobacco products; and (iv) any amount of credit card charges. Also excluded from Gross Receipts shall be all monies received by STEVENS from the sale of programs, souvenirs and related items for professional basketball and hockey teams, as well as from the sale of items on which a commission or fee is payable to the County by someone other than STEVENS.

EXHIBIT "C"

Section 10.09 Tenant shall institute a parking control system reasonably acceptable to landlord, the purpose of which shall be to protect the Coliseum parking revenue, by providing that Coliseum patrons, who are not otherwise utilizing the premises as guests, shall not be able to park free of charge at the premises.

EXHIBIT "D"

Inventory to be provided and annexed hereto no later than December 31, 1979.

To be amended
3/26/80
by Exhibit D-1

EXHIBIT "E"

NASSAU VETERANS MEMORIAL COLISEUM SERVICE CONTRACTORS

CONTRACTOR	SERVICE	LENGTH OF CONTRACT
B & C Public Relations and Advertising Corporation	Advertising	3/15/72 to indefinitely (month to month)
Star Security Systems, Inc.	Provide security services and personnel	8/28/78 to indefinitely (month to month)
Nassau Sports Productions, Inc.	Television services and equipment	6/1/79 --5/31/80
Prudential Star Coliseum Corporation	Provide non-trades personnel and trades personnel	3/31/76 to indefinitely (month to month)
Harry M. Stevens, Inc.	Exclusive catering rights and concessions	2/1/72 - 1/31/82 with additional 5 year option
Ticketron, Inc.	Sale of tickets on a computerized electromechanical basis	6/15/73 --9/20/74 with renewal on a month to month basis from 5/1/75
Triple "A" Maintenance Corporation	Janitorial and cleaning services	6/12/73 --2/15/74 2/16/74 - 4/1/75 4/1/75 to indefinitely (month to month)

EXHIBIT "F"

EVENTS

FINALIZED CONTRACTS

NASSAU VETERANS MEMORIAL COLISEUM - 1980 to 2008*

CONTRACT #	EVENT	DATES	CONTRACTOR
329	Long Island Boat Show	2/80	Long Island Shows, Inc.
656	Harlem Globetrotters	3/30/80 3/29/81 3/28/82 3/27/83 4/1/84	Harlem Globetrotters, Inc.
657	Bridge Tournament	8/8-10/80	Nassau/Suffolk Bridge Association
675	New York Arrows Soccer	1979-1984	N.Y. Arrows Soccer Club, Ltd.
682	Recreation Vehicle Show	1/23-27/80	LIRV Shows, Inc.
696	Nassau Community College Commencement	5/18/80	Nassau Community College
568	Harvest Crafts	11/80	Creative Faires, Ltd.
670	Home Show	2/6-10/80	Allied Expositions, Ltd
699	Custom Car Show	3/14-16/80	Allied Expositions, Ltd.
647	Educational Testing	4/15/80	University of New York, State Education Dept.
642	Krasnayarsk Dancers	3/26/80	Columbia Artists Management, Inc.
655	Restaurant Show	1980-1984	N.Y. Restaurant Association, Inc.
451	Ringling Bros. Barnum & Bailey Circus	1977-1981	Ringling Bros.-Barnum & Bailey Combined Shows, Inc.

TENTATIVE CONTRACTS

NASSAU VETERANS MEMORIAL COLISEUM - 1980 to 2008*

705	Yabba Dabba Doo	2/12-17/80	Sarnoff International Enterprises, Inc.
697	Bugs Bunny in Space	3/31-4/6/80	Madison Square Garden Productions, Inc.

*Subject to additions by the year end

WHEREAS, the Corporation's affiliate, Hyatt Management Corporation of New York, Inc. ("Management"), has agreed with representatives of the County of Nassau, State of New York, to lease and operate that certain facility owned by said County of Nassau and known as the Nassau Coliseum;

WHEREAS, Management and the County of Nassau intend to execute an Indenture of Lease to be dated as of October 15, 1979 between Management and said County of Nassau;

WHEREAS, said County of Nassau is unwilling to enter into said Indenture of Lease in the absence of a Guaranty as provided in Article XV of said Indenture of Lease; and

WHEREAS, the execution and delivery by Management of said Indenture of Lease is deemed to be beneficial to, and in the best interests of, the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that Denzil R. Skinner, President of Management, be, and he hereby is, authorized and directed for and on behalf of and in the name of the Corporation to execute and deliver a Guaranty with respect to an Indenture of Lease to be dated as of October 15, 1979 between Management and the County of Nassau, State of New York, substantially in the form of, and as contemplated by, Article XV of said Indenture of Lease, with such changes, additions, amendments and modifications as Mr. Skinner shall deem necessary or appropriate;

FURTHER RESOLVED, that Denzil R. Skinner, President of Management, be, and he hereby is, authorized and directed for and on behalf of and in the name of the Corporation to execute and deliver any and all documents or instruments and to take any and all action as he may deem necessary or appropriate to carry out the intents and purposes of the foregoing preambles and resolutions.

JL:tas

THIS AMENDMENT TO AN INDENTURE OF LEASE made the 8th day of Feb., 1980, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") and HYATT MANAGEMENT CORPORATION OF NEW YORK, INC., a domestic corporation having offices at Nassau Veterans Memorial Coliseum, Mitchel Field Complex, Uniondale, New York 11553 (hereinafter referred to as "HMC").

W I T N E S S E T H :

WHEREAS, COUNTY and HMC have heretofore, and on October 15, 1979, entered into an Indenture of Lease (hereinafter referred to as the "LEASE") for the use and operation of the Nassau Veterans Memorial Coliseum (hereinafter referred to as "COLISEUM"); and

WHEREAS, the parties are desirous of amending the said Lease to provide for more detailed exhibits and to correct certain language inconsistenc ies contained therein;

1. The Indenture of Lease between the parties dated October 15, 1979, is amended as follows:

A) Exhibit "A" as referred to in the preamble, Article VII, Section 7.1 and Article XVI, Section 16.2 is deleted in its entirety and a new Exhibit "A-1" consisting of a survey map and legal description of the premises leased, annexed hereto, is hereby substituted in its place and stead.

B) Exhibit "D" as referred to in Article XI, Section 11.1 is deleted in its entirety and a new Exhibit "D-1", annexed hereto, is hereby substituted in its place and stead.

C) Exhibit "F" as referred to in Article XX, Section 20.1 is deleted in its entirety and a new Exhibit "F-1", annexed hereto, is hereby substituted in its place and stead.

D) Wherever the lease refers to Exhibit "A", "D" or "F", it shall be deemed to be Exhibit "A-1", "D-1" or "F-1".

E) Article VII, Section 7.1 is deleted in its entirety and the following is substituted in its place and stead:

"Section 7.1 County acknowledges that parking spaces presently part of the Coliseum parking fields will be eliminated for Coliseum use as a result of the construction of a hotel in the Mitchel Field Complex. County agrees that it shall, at its own cost and expense replace any parking spaces so eliminated by an equal number of parking spaces for Coliseum use in proximity to the Coliseum."

F) Article VIII, Section 8.1 is deleted in its entirety and the following is substituted in its place and stead:

"Section 8.1 Within ninety (90) days following the completion of the fourth year of the term of this lease and any subsequent lease year of the initial term or any extensions thereof, HMC shall pay to COUNTY all rental sums due and owing to COUNTY pursuant to this lease. If the rental and additional rental sums so paid for the fourth year of the term of this lease (pursuant to Articles II, IV and VI) are less than two hundred fifty thousand and 00/100 ($250,000.00) dollars (hereinafter referred to as the "cancellation base"), either party shall have the option within thirty (30) days following the said ninety (90) day period, to give the other a twelve (12) month notice of cancellation of the balance of the term of this lease, except as may hereinafter be limited by Section 8.2.

G) The final sentence of Article XII, Section 12.1 is hereby amended to read as follows:

"Notwithstanding the foregoing, any repairs with costs in excess of the amount provided in Section 2206 of the County Government Law of Nassau County (which amount is presently five thousand and 00/100 ($5,000.00) dollars) only shall be made by COUNTY, and in conformity with said statute, except however, if suc h repairs are of an emergency nature pursuant to Section 12.3 hereof, or exempted under Section 2206-a of the County Government Law of Nassau County.

2. Other than as hereinabove specifically amended and extended, the Lease between the parties dated October 15, 1979, and all of the terms and conditions in said Lease are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF, HYATT MANAGEMENT CORPORATION OF NEW YORK, INC. has executed this Amendment to an Indenture of Lease the day and year first above written, and the COUNTY

OF NASSAU has executed this Amendment to an Indenture of Lease the 15 day of April, 1980.

APPROVED:

Deputy County Executive

COUNTY OF NASSAU

County Executive

APPROVED AS TO FORM

Deputy County Attorney

HYATT MANAGEMENT CORPORATION OF NEW YORK, INC.

By:

President

Approved

M. Hallsted Christ
County Comptroller

EXHIBIT "A-1"

LEGAL DESCRIPTION

BEGINNING at the point of intersection of the northerly side of Hempstead-Farmingdale Turnpike with the Easterly side of Earl Ovington Boulevard; running thence along the last mentioned line the following two (2) courses and distances 1) North 64 Degrees 52 Minutes 15.5 Seconds West, 44.67 feet to a point of curve 2) Along the arc of said curve deflecting to the right having a radius of 895 feet and a length of 374.98 feet to the point of beginning of the parcel herein described; running thence from said point of beginning along said Easterly side of Earl Ovington Boulevard the following five (5) courses and distances 1) Still along the arc of the forementioned curve deflecting to the right having a radius of 895 feet and a length of 57.55 feet to a point of tangency 2) North 17 Degrees 52 Minutes 04.5 Seconds East 291.66 feet to a point of curve 3) Along the arc of said curve deflecting to the left having a radius of 1105 feet and a length of 427.65 feet to a point of tangency 4) North 4 Degrees 18 Minutes 23.2 Seconds West 262.79 feet to a point of curve 5) Along the arc of said curve deflecting to the right having a radius of 1720 feet and a length of 600.99 feet to a point on a curve connecting said Easterly side of Earl Ovington Boulevard with the Southerly side of Charles Lindbergh Boulevard; running thence along the arc of said curve deflecting to the right having a radius of 741 feet and a length of 747.23 feet to a point on said Southerly side of Charles Lindbergh Boulevard; running thence North 73 Degrees 29 Minutes 27 Seconds East 1129.25 feet to a point on the Westerly side of James Doolittle Boulevard; running thence along said line the following two (2) courses and distances 1) South 17 Degrees 30 Minutes

22 Seconds East 316.30 feet to a point 2) South 8 Degrees 17 Minutes 20 Seconds East 88.78 feet to a point on the Northerly side of the hotel parcel; running thence along said line South 72 Degrees 55 Minutes 23 Seconds West, 492.13 feet to a point on the Westerly side of the hotel parcel; running thence along said line South 17 Degrees 04 Minutes 37 Seconds East 795.00 feet to a point on the Southerly side of the hotel parcel; running thence along said line North 72 Degrees 55 Minutes 23 Seconds East 425.18 feet to a point on the forementioned Westerly side of James Doolittle Boulevard; running thence South 17 Degrees 04 Minutes 37 Seconds East 643.45 feet to a point on the Northerly side of Hempstead-Farmingdale Turnpike; running thence along said line South 64 Degrees 42 Minutes 29.5 Seconds West 2081.19 feet to a point; running thence Northerly and Westerly the following two (2) courses and distances 1) North 25 Degrees 17 Minutes 30.5 Seconds West 331.18 feet to a point 2) South 72 Degrees 56 Minutes 15.5 Seconds West 234.14 feet to the point or place of beginning.

All as shown on a map entitled "Map Showing Real Property to be Leased by the County of Nassau to Hyatt Management Corp., of New York, Inc., Mitchel Field, Uniondale, Town of Hempstead" made in the Department of Public Works, Nassau County, New York, Division of Highways and General Engineering, Michael R. Pender, Commissioner of Public Works and dated November 14, 1979.

AMENDMENT to (HYATT) FACILITY MGMT LEASE

ORD 182-1986 APRIL 7, 198

ORD 182-1986
4/7/86

THIS AMENDMENT TO AN INDENTURE OF LEASE made the 6TH day of MARCH, 1986 by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York having its principal office at 1 West Street, Mineola, New York 11501 (hereinafter referred to as "County") and FACILITY MANAGEMENT OF NEW YORK, INC., formerly known as HYATT MANAGEMENT CORPORATION OF NEW YORK, INC., a domestic corporation having offices at the Nassau Veterans Memorial Coliseum, Mitchel Field Complex, Uniondale, New York 11553 (hereinafter referred to as "FMNY").

WITNESSETH :

WHEREAS, County and FMNY have heretofore, and on October 15, 1979, entered into an Indenture of Lease (hereinafter referred to as the "Lease") for the use and operation of the Nassau Veterans Memorial Coliseum (hereinafter referred to as the "Coliseum") which Lease was previously amended on February 8, 1980; and

WHEREAS, FMNY has duly changed its name from HYATT MANAGEMENT CORPORATION OF NEW YORK, INC. to FACILITY MANAGEMENT OF NEW YORK, INC. by the filing of a Certificate of Name Change with the New York State Secretary of State, a copy of which is annexed hereto as attachment "A"; and

WHEREAS, County has agreed to provide FMNY a fifth option which, if exercised, would extend the lease term through July 31, 2015, which extended term would correspond to the term of an agreement to be simultaneously executed by and between the parties hereto and Nassau Sports (New York Islanders); and

WHEREAS, County and FMNY have agreed to certain revisions and modifications to Article XIV (Insurance) and Article XV (Indemnity) of the Lease due to the substantial increases in the cost of obtaining liability insurance for the Coliseum; and

WHEREAS, in consideration of County covenants herein contained, FMNY has agreed to make certain repairs, replacements and improvements in and about the Coliseum at its sole cost and expense, which repairs, replacements and improvements are more fully set forth below and are estimated to cost approximately $325,000.00; and

WHEREAS, the aforementioned extension and amendments are in the best interests of the parties hereto.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. All references in the Lease and its Amendment to HYATT MANAGEMENT CORPORATION OF NEW YORK, INC. and HMC shall be and become FACILITY MANAGEMENT OF NEW YORK, INC. and FMNY respectively.

2. Section 1.2 of the Lease is hereby amended to read as follows:

> "Section 1.2 FMNY shall have the option to extend the Lease for four (4) additional five (5) year terms, commencing January 1, 1990. Thereafter, FMNY shall have an option to extend the Lease for an additional period which may commence on January 1, 2010 and terminate on July 31, 2015. FMNY may extend the initial term of this Lease or any option term already in effect by providing notice to County of the exercise of such option to extend, not later than one (1) year prior to the expiration date of the initial term or any option period then in effect."

3. Section 8.3 of the Lease is hereby amended to add a new subdivision (e) to read as follows:

"(e) For the period January 1, 2010 through July 31, 2015, the sum of five hundred thousand and 00/100 ($500,000.00) Dollars shall be substituted."

4. Section 14.1 of the Lease is hereby amended to read as follows:

"Section 14.1 FMNY shall, at its sole cost and expense, obtain a liability insurance policy for the Coliseum with a combined single limit coverage for bodily injury, including death, and property damage in the amount of two million and 00/100 ($2,000,000.00) dollars. This insurance policy shall name both FMNY and County as insureds and shall have no deductible attached to it."

5. Section 14.2 of the Lease is hereby amended to read as follows:

"Section 14.2 (a) County agrees to indemnify and save harmless and defend FMNY and its respective agents, officers, employees and directors from and against all liability, loss, damages, interest, judgments and liens (hereinafter referred to as "liability") for any of such liability that is in excess of $2,000,000. Such liability is to arise out of or be incurred in connection with any and all claims, damages, suits, actions or proceedings brought against the County and/or FMNY for bodily and personal injury, including death and property damage claims, whether incurred during an event or otherwise, (hereinafter sometimes referred to as "claims or suits"), which claims or suits seek and demand damages in excess of the $2,000,000 insurance coverage provided to the County and FMNY pursuant to Section 14.1.

(b) The County, pursuant to the aforesaid indemnification, shall also pay any and all costs and expenses including, but not limited to, counsel fees and disbursements arising out of or incurred by FMNY in connection with any of said claims or suits.

(c) i. Pursuant to this indemnification, the County shall cause payment to be made on account of any liability before FMNY shall be compelled to make any payment on account thereof.

ii. The County shall satisfy and discharge any judgment recovered against FMNY in any such claims or suits promptly after entry thereof, unless an appeal is taken and bonds (if required) to stay the collection thereof are duly filed.

(d) i. In the event any of the claims or suits against the County and/or FMNY seek damages in excess of $2,000,000, FMNY shall cause such claims or suits to be defended by its attorneys or attorneys provided to represent FMNY by FMNY's liability insurance carrier. The County shall have the option, in the event of such claims or suits in excess of $2,000,000, to have its counsel defend jointly such claims or suits with the counsel for FMNY. Should the County enter into a defense of such action, it shall do so at its sole cost and expense.

ii. Whether or not the County joins in the defense of any claims or suits nothing herein contained shall be deemed to waive the County's obligation of indemnification as herein set forth."

6. Section 15.1 of the Lease is hereby amended to read as follows:

"Section 15.1 Except as provided in Section 14.2, FMNY agrees to indemnify, defend and save harmless County and its respective agents, officials, employees and directors, from and against any and all liability, loss, damages, interest, judgments and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, or incurred in connection with, any and all claims, demands, suits, actions or proceedings which may be made or brought against County by reason of or as a result of the lack of exercise of reasonable care by FMNY in the employment of any of FMNY's employees, or the lack of reasonable care in the supervision of the employees' ongoing employment or from the willful act or omission, or gross negligence of FMNY. The County shall have the option to have its counsel work jointly with the attorneys representing FMNY in making such defense."

7. Section 15.2 of the Lease is hereby amended to read as follows:

"Section 15.2 County agrees to indemnify, defend and save harmless FMNY and its respective agents, officers, employees and directors from and against any and all liability, loss, damages, interest, judgments and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, or incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against FMNY by reason of or as a result of any acts or omissions of County or any of County's employees or agents, or by reason of the failure or omission of County to observe and perform any of its obligations, covenants and warranties to be observed or performed by it under the terms and provisions of this lease or by reason of the execution of this lease. FMNY shall have the option to have its counsel work jointly with the attorneys representing the County in making such defense."

8. In consideration of the amendments to the Lease hereinabove contained, during 1986, except as herein provided in (i) below, FMNY agrees to undertake and perform or caused to be performed the following repairs, replacements and improvements at the Coliseum, at its sole cost and expense, notwithstanding any provisions contained in Article XIII or Article XXXIX to the contrary:

(a) Installation of a 400 amp, 3-phase, 480 volt service to the Exhibition Hall.

(b) Replacement of the existing outside trash receptables with permanent concrete receptacles with plastic or metal liners.

(c) Replacement of the existing sump pumps at the loading dock with ejector pumps, 100 gallons/minute, 23 foot lead, one horsepower.

(d) Installation of a traffic counter at the employees' gate at the north side entrance.

(e) Replacement of existing Case Front End Loader.

(f) Replacement of light fixtures in the step area heading to the Exhibition Hall.

(g) Replacement of walk behind scrubber.

(h) Repairs of Exhibition Hall floors.

(i) Labor involved in reupholstering of the 200-300 section seats on the North/South end. FMNY will attempt to complete this work in 1986, provided the County timely supplies the materials for the reupholstering.

(j) Replacement of Hako sweeper with a riding sweeper.

9. Other than as hereinabove specifically amended and extended, the Lease between the parties dated October 15, 1979, as amended on February 8, 1980, and all of the terms and conditions contained in said Lease and the Amendment thereto are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF, FACILITY MANAGEMENT OF NEW YORK, INC. has executed this agreement the day and year first above written, and the COUNTY OF NASSAU has executed this agreement the 8 day of April 1986.

APPROVED:

Deputy County Executive

APPROVED AS TO FORM

Deputy County Attorney

APPROVED:

Nassau County Comptroller

COUNTY OF NASSAU

ACTING County Executive

FACILITY MANAGEMENT OF NEW YORK, INC.

BY General Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 1986, before me personally appeared FRANCIS T. PURCELL, County Executive of the County of Nassau, the corporation described in and who executed the foregoing instrument, to me known and known to me to be such County Executive, and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he knows the corporate seal of said County of Nassau; that the seal affixed to said instrument is such corporate seal; and that it was thereto affixed pursuant to resolution of the Board of Supervisors.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 8 day of April 1986, before me personally appeared Henry W. Dwyer, Acting County Executive of the County of Nassau, the corporation described in and who executed the foregoing instrument, to me known and known to me to be such Acting County Executive, and he being by me duly sworn, did depose and say: That he is the Acting County Executive of Nassau County; that he knows the corporate seal of said County of Nassau; that the seal affixed to said instrument is such corporate seal; and that it was thereto affixed pursuant to authorization of the Board of Supervisors.

Doris Griffin
Notary Public

DORIS GRIFFIN
NOTARY PUBLIC, State of New York
No. 30-4661[illegible]
Qualified in Nassau County
Commission Expires March 30, 1986

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 6th day of MARCH ,1986 before me personally came MICHAEL C. NOAH , to me known, who being by me duly sworn, did depose and say: That he resides at 12 ARBUTUS CT, GREENLAWN, N.Y. that he is the GENERAL MANAGER of FACILITY MANAGEMENT OF NEW YORK, INC. and, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Barry Shapiro
Notary Public

BARRY R. SHAPIRO
Notary Public, State of New York
No. 30-4513707
Qualified in Nassau County
Commission Expires March 30, 1987

Change in Parking Revenue

JUN 11

THIS AMENDMENT TO AN INDENTURE OF LEASE made the 11th day of June 1991, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at 1 West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY"), and SPECTACOR MANAGEMENT GROUP (hereinafter referred to as "SMG"), formerly doing business as and with FACILITY MANAGEMENT OF NEW YORK, INC. (hereinafter referred to as "FMNY"), having offices at the Nassau Veterans Memorial Coliseum, Mitchel Field Complex, Uniondale, New York 11553.

W I T N E S S E T H :

WHEREAS, COUNTY and FMNY have heretofore, and on October 15, 1979, entered into an Indenture of Lease (hereinafter referred to as the "Lease") for the use and operation of the Nassau Veterans Memorial Coliseum (hereinafter referred to as the "Coliseum"), which Lease has been previously amended on February 8, 1980 and on March 6, 1986; and

WHEREAS, COUNTY, FMNY and SMG executed an Agreement of Assignment on January 24, 1991, which effectively assigned all of the rights, title and interest in the aforesaid Lease from FMNY to SMG (a copy is annexed hereto as Exhibit A); and

WHEREAS, the parties have agreed to certain revisions and modifications to Article VI of the Lease concerning parking revenues at the Coliseum.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. All references in the Lease and its amendments to FACILITY MANAGEMENT OF NEW YORK, INC. and FMNY shall be and become SPECTACOR MANAGEMENT GROUP and SMG respectively.

2. ARTICLE VI of the Lease is hereby amended to add a new Section 6.4 to read as follows:

"Section 6.4 (a) On July 1, 1991, the provisions of Section 6.1, Supra, shall cease to exist and be of no further force and effect. Effective July 1, 1991, County shall receive from SMG 7.53% of all gross parking fee revenues collected at the Coliseum. The 7.53% figure shall be deemed to be the parking revenue percentage base. For the purposes of this Section, gross parking fee revenues shall be defined as the actual charges paid by users less any applicable sales tax. Hereafter, and for each successive $.25 increment added to the parking fee at the Coliseum pursuant to Section 5.2 of the Lease, the parking revenue percentage shall increase by 9% of the previous rate but in no event shall the parking revenue percentage exceed 12.75% during the term of this Lease.

(b) Payments by SMG to COUNTY shall be made quarterly in arrears within thirty (30) days of the end of each quarter commencing with the July 1, 1991 through September 30, 1991 Quarter and continuing thereafter for the term of the Lease and any extensions thereof."

3. Other than as hereinabove specifically amended, the Lease between the parties dated October 15, 1979, as amended on February 8, 1980 and March 6, 1986, and all of the terms and conditions contained in said Lease and the amendments thereto are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF, SPECTACOR MANAGEMENT GROUP has executed this amendment to the Indenture of Lease the day and year first above written, and the COUNTY OF NASSAU has executed this amendment to the Indenture of Lease the 11 day of July, 1991.

APPROVED:

Deputy County Executive

COUNTY OF NASSAU

SANTA C. ROZZI
Deputy County Executive

APPROVED AS TO FORM:

Deputy County Attorney

SPECTACOR MANAGEMENT GROUP

By PRESIDENT

APPROVED:

Nassau County Comptroller

AGREEMENT TO ASSIGNMENT

NASSAU COLISEUM

THIS AGREEMENT TO ASSIGNMENT, dated the 24 day of January, 1991, by and between FACILITY MANAGEMENT OF NEW YORK, INC., a New York corporation, (hereinafter "FMNY"); the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter "COUNTY"), SPECTACOR MANAGEMENT GROUP, a Pennsylvania Joint Venture (hereinafter "SMG"); and HYATT CORPORATION (hereinafter "HYATT");

W I T N E S S E T H :

WHEREAS, FMNY and COUNTY are parties to an Indenture of Lease dated October 15, 1979, and an Amendment made thereto, dated the 6th day of March, 1988 (the said Indenture and Amendment being collectively referred to as the "LEASE"), for the use and operation of the Nassau Veterans Memorial Coliseum, and

WHEREAS, FMNY was originally known as HYATT MANAGEMENT CORPORATION OF NEW YORK, and

WHEREAS, HYATT is the owner of all of the outstanding shares of FMNY, and

WHEREAS, HYATT entered into a guarantee as recited in Article XVII of the aforesaid Indenture of Lease; and

WHEREAS, the parties hereto desire and consent to FMNY assigning all its rights, title and interest in the aforesaid LEASE to SMG; and

EXHIBIT A

WHEREAS, the aforesaid LEASE provides that any assignment must be approved in writing by the COUNTY, by its County Executive;

NOW, THEREFORE, in consideration of the mutual promises, it is mutually agreed and covenanted as follows:

FIRST: That the COUNTY does hereby give its consent and approval to the assignment of the aforesaid LEASE, which is hereby incorporated by reference, by FMNY, as assignor, to SMG, as assignee.

SECOND: That FMNY does hereby assign all its rights, title and interest, pursuant to the aforesaid LEASE, to SMG.

THIRD: That SMG hereby agrees to assume and covenants to perform all the obligations of FMNY under the LEASE and be responsible therefor to the COUNTY.

FOURTH: That SMG warrants and represents that Antonio Tavares is President of SMG and, as such, is authorized and directed to enter into this Agreement to Assignment for and on behalf of SMG.

FIFTH: That FMNY hereby represents and warrants that Kenneth R. Posner is the current President of FMNY, and, as such, is authorized and directed to enter into this Agreement to Assignment on behalf of FMNY.

SIXTH: That HYATT acknowledges that it is aware of its guarantee pursuant to Article XVII, GUARANTEES, as is set forth in the above-referrred to Indenture of Lease and HYATT specifically acknowledges continued liability and responsibility for the guarantee referred to therein.

SEVENTH: That in all other respects, the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

APPROVED:

Joseph M. Reilly, Commissioner
Department of General Services

APPROVED as to form:

DEPUTY COUNTY ATTORNEY

APPROVAL:

PETER KING, Comptroller

FACILITY MANAGEMENT OF NEW YORK, INC.

By: ______________________
Kenneth R. Posner, President

COUNTY OF NASSAU

By: ______________________
County Executive

SPECTACOR MANAGEMENT GROUP

By: ______________________
Antonio Tavares, President

HYATT CORPORATION

By: ______________________
As Guarantor pursuant to Indenture of Lease dated October 15, 1979

STATE OF ~~NEW YORK~~ Illinois)
COUNTY OF Cook) SS:

On this day of January, 1991, before me personally came KENNETH R. POSNER, to me personally known, who, being by me duly sworn, did depose and say that he resides in the of , that he is the President of FACILITY MANAGEMENT OF NEW YORK, INC., the corporation described in, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

"OFFICIAL SEAL"
JANET R. SHERWOOD
Notary Public, State of Illinois
My Commission Expires Aug. 18, 1993

Janet R. Sherwood

STATE OF NEW YORK)
COUNTY OF NASSAU) SS:

On this 11 day of ~~January~~ February, 1991, before me personally appeared Santo C. Rozzi, Deputy County Executive of the County of Nassau, the corporation described in and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive and he being by me duly sworn, did depose and say: That he is the Deputy County Executive of Nassau County; that he executed the same as such Deputy County Executive for the purposes therein mentioned.

DORIS GRIFFIN
NOTARY PUBLIC, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires June 30, 19 91

Doris Griffin

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS:

On this 24 day of January, 1991, before me personally came ANTONIO TAVARES, to me personally known, who, being by me duly sworn, did depose and say that he resides in the of , that he is the President of SPECTACOR MANAGEMENT GROUP, the corporation described in, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARIAL SEAL
AUDREY FINE, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Dec. 10, 1994

Audrey Fine

COUNTY OF NASSAU

On this day of , 1991, before me personally appeared THOMAS S. GULOTTA, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 11 day of July, 1991, before me personally appeared SANTA C. ROZZI, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

LS

DORIS GRIFFIN
NOTARY PUBLIC, State of New York
No. 30-4661699
Qualified in Nassau County
Commission Expires June 30, 1993

NOTARY PUBLIC

STATE OF ~~NEW YORK~~ PA)
)ss.:
COUNTY OF ~~NASSAU~~ Phila)

On this 11 day of June, 1991, before me personally came Antonio Frances to me known, who being by me duly sworn, did depose and say: That he resides at 5 Timber Court, Medford, NJ, 08055 and that he is the President of ~~the corporation~~ the Pastrameh SMG of which executed the above agreement; and that he described in and which executed the above agreement; and that he signed his name thereto by order of its Board of Directors.

NOTARIAL SEAL
PATRICIA A. PESSA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 10, 1995

Patricia A. Pessa
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of 1991, before me personally came to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 23rd day of January, 1991, before me personally came Harold S. Handelsman, to me personally known, who, being by me duly sworn, did depose and say that he resides in ~~the~~ Glencoe, IL ~~of~~ , that he is the Sr. V.P of HYATT CORPORATION, the corporation described in, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[signature]

" OFFICIAL SEAL "
DEBRA A. [illegible]
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/6/92